

5/27/08 141428 ESM/kc

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS—EASTERN DIVISION**

PNC Bank, N.A.)	
)	No. 08C-877
Plaintiff,)	
)	
-vs-)	Amount Claimed: \$887,953.42
)	
Scala Packing Company, Inc., a corporation)	
)	
Defendant)	

AMENDED COMPLAINT AT LAW

NOW COMES the Plaintiff, PNC Bank, N.A., by and through its attorney, Edward S. Margolis, and complaining of the Defendant, Scala Packing Company, Inc., a corporation, states as follows:

GENERAL ALLEGATIONS OF JURISDICTION AND VENUE

1. Jurisdiction of this Court is conferred by 28 U.S.C. §1332.
2. The Defendant, Scala Packing Company, Inc., is a citizen of Illinois and a resident of this Judicial District. The Defendant is an Illinois corporation with its principal place of business in the State of Illinois.
3. The Plaintiff, PNC Bank, N.A., is a Pennsylvania corporation with its principal place of business in the state of Pennsylvania.
4. The amount in controversy exceeds \$75,000.00 exclusive of interest and costs.
5. That by reason of a certain Collateral Assignment Agreement dated September 26, 2006, a copy of which is attached as Exhibit '1', the Plaintiff, PNC Bank, N.A., is the assignee for value of certain contracts made and entered into between Cattleman's Meat Company, a Michigan corporation and the Defendant, Scala Packing Company, and in particular: (A) a "Credit Extension Agreement" dated January 31, 2006; (B) Security Agreement dated January 31, 2006; and (C) Associated U.C.C. Financing Statement filed with the Secretary of State of the State of Illinois on February 14, 2006. (Said contracts are attached as Group Exhibit '2').

COUNT I

Suit on Credit Extension Agreement

6. The Plaintiff restates, realleges, and reaffirms paragraphs 1-5 of the General Allegations as paragraph 1-5 of Count I.
7. That on January 31, 2006, the effective date of the Credit Extension Agreement (Exhibit '2A'), the Defendant was indebted to Plaintiff's assignor in the amount of \$386,281.00.

8. That as per the terms of the Agreement, Plaintiff's assignor extended future credit advances to the Defendant in the amount of \$501,672.42, as more fully set out on the itemized Statement of Account attached hereto as Exhibit '3'.

9. That after giving the Defendant credit for all payments on account, there remains a principal balance due and owing from the Defendant in the amount of \$887,953.42.

10. That by reason of the Defendant's failure to make timely monthly payments, the Defendant is in default under the terms of the Credit Extension Agreement.

11. That the Plaintiff's assignor and the Plaintiff have performed all conditions precedent required of them under the Credit Extension Agreement but the Defendant, after due notice, continues to be in default.

12. That by reason of the terms of the Credit Extension Agreement, Plaintiff is entitled to interest on the unpaid balance from May 1, 2006 in an amount two percentage points over the prime rate, said amount of interest to be determined at the time judgment is entered against the Defendant in this lawsuit.

13. That per the terms of the Credit Extension Agreement, the Plaintiff is entitled to reasonable attorneys' fees incurred in collecting or attempting to collect the amount due from the Defendant.

WHEREFORE, Plaintiff, PNC Bank, N.A., prays for entry of Judgment against the Defendant, Scala Packing Company, Inc., a corporation, in a principal amount of \$887,953.42, plus accrued interest and attorneys' fees to be computed when judgment is entered in this lawsuit.

PNC BANK, N.A.
Plaintiff herein,

By: 

Edward S. Margolis
One of its attorneys

Prepared by:
TELLER, LEVIT & SILVERTRUST, P.C.
Attorneys for Plaintiff
11 East Adams Street--#800
Chicago, Illinois 60603
(312) 922-3030 -- Firm No. 90818